

GENERAL RELEASE

1. **Releasor and Releasees:** The Releasor is [REDACTED], hereinafter referred to as "I" or "Me." Releasees are State of New Jersey Judiciary, John Italiano, Individually and in his Official Capacity, and Patrick Koble, Individually and in his Official Capacity, their past and present employees, agents, officers, and assigns, and the State of New Jersey, including all of its departments, agencies and employees, past and present. Releasees are hereinafter referred to as "You."

2. **Release:** I release and give up any and all claims and rights which I may have against You. This releases all claims, demands, damages, causes of action, or suits which have been or could have been brought. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This releases all claims resulting from anything which has happened up to now, including but not limited to, all claims which were or could have been brought in the action entitled [REDACTED] v. The State of New Jersey, State of New Jersey Judiciary, John Italiano and Patrick Koble, Docket No. MER-L-1494-13, in the Superior Court of New Jersey, Mercer County.

In addition to the specific claim enumerated above, this Release includes all claims under the Constitution or statutes of the United States, the Constitution, statutes or compacts of the State of New Jersey, or under common law, including but not limited to, all claims under: Title VII of the Civil Rights Act, Sections 1981, 1983 and 1985 of the Civil Rights Act, the New Jersey Law Against Discrimination, the New Jersey Civil Rights Act, the Family Medical Leave Act, the Family Leave Act, the Equal Pay Act, the Conscientious Employee Protection Act, the Age Discrimination in Employment Act, the Civil Service Act, the Handicapped, Blind, or Deaf Persons Civil Rights Law, the Developmentally Disabled Rights Act, the Americans with Disabilities Act, the Alcoholism Treatment and Rehabilitation Act, the Education Code, public works statutes, the Public Transportation Act, the Right to Know Act, the Occupational Safety and Health Act, the Worker Health and Safety Law, the Minimum Wage Law, the Prevailing Wage Law, the New Jersey Smoking Act, wages and hour laws, unemployment compensation, disability benefits laws, workers' compensation, the U.S. Constitution, the New Jersey Constitution, tort law or contract law. This Release includes all claims made or which could have been brought as grievances under any collective bargaining agreement, and/or all claims made or which could have been brought in any other administrative or judicial proceeding. This Release includes all claims involving any continuing effects of actions or practices which arose prior to the date of this Release and I release the use in any way of any past action or practice in any subsequent claim. Provided however, this Release does not affect any vested right to pension, COBRA or related benefits which I might have. This Release is a compromise and in full settlement of all claims that I may have against You.

3. **Consideration:** In consideration of my releasing the claims enumerated in Paragraph 2 of this Release, You have agreed to pay me, in full satisfaction of all of my claims, including my claims for costs and attorneys' fees, a total of ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$175,000.00) in full payment of my claim. Payment shall be made by one (1) check as follows:

ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$175,000.00) made payable to [REDACTED] c/o His Attorney, Peter J. Heck, Esq., NIEDWESK, BARBER, HAGER, LLC.

Payment in this amount shall be made, as soon as possible, but no later than sixty (60) days from the date of your receipt of this General Release signed by Me and my attorney(s), State of New Jersey Payment Vouchers and State of New Jersey W-9/Questionnaires completed and executed by my counsel and Me, as well as a Stipulation of Dismissal with Prejudice and Without Costs of my lawsuit executed by my attorneys. In further consideration for this settlement, I agree that I will not seek anything further including any other payment from You.

I acknowledge that this is payment of consideration to which I am not otherwise entitled. In further consideration for this settlement, I agree that I will not seek anything further including any other payment from You.

4. **Indemnification:** A form 1099 will be issued with respect to these payments, but no deductions will be made, as these payments constitute neither income replacement nor compensation for back pay, employee wages or services, but rather represents compensation for personal injury. My attorney and I will sign an appropriate W-9 form. It is understood and agreed that You have not made any representations to me or to my counsel concerning the taxability of the amounts described in paragraph three (3) of this Release. I shall be solely responsible for the payment of appropriate taxes on this settlement, and make no claim against You for payment of any such taxes, or the payment of any applicable interest or penalties, and shall hold You harmless and indemnify You for same.

5. **Debt/Lien Owed to the State:** Releasor hereby acknowledges and understands his obligation to perform a New Jersey Superior Court Judgment Record Search for himself for any/all liens attached by the State, counties, and/or municipalities of New Jersey. No funds shall be released until documentation of the search results is provided to Releasees. Releasor also acknowledges that if, upon the results of any lien search conducted by Releasor, a debt/lien is owed to the State, its agencies or departments, such debt/lien shall be deducted from the payment prior to its disbursement to Releasor.

6. **Child Support Certification:** Releasor hereby acknowledges and understands his obligation to comply with the legal requirements of N.J.S.A. 2A:17-56.23b, including, but not limited to, the requirement to perform a certified child support judgment lien search and to provide Releasees with said documentation prior to the Releasees' disbursement of the Payment. Releasor agrees that he shall direct his attorney to perform the judgment search required by N.J.S.A. 2A:17-56.23b, and deliver a copy of the certification to Releasees' counsel. Releasor further understands and acknowledges that, (a) no settlement funds due Releasor under this Release shall be released prior to the receipt of the judgment search certification, and (b) any fees incurred, and payments made, by Releasees in connection with N.J.S.A. 2A:17-56.23b shall be deducted from the Payment prior to its disbursement to Releasor.

7. **Attorneys' Fees:** This Release includes all claims for attorneys' fees and costs. I am responsible for my own attorneys' fees and costs.

8. **No Admission of Liability:** Releasees expressly deny the validity of my disputed claims and nothing contained herein may be used or viewed as an admission of liability by Releasees.

9. **Mutual Non-Disparagement Clause:** We mutually agree that the Releasor will not disparage the State of New Jersey Judiciary, its employees, past and present, agents, officers, and assigns, and the State of New Jersey, including all of its departments, agencies and employees, past and present, and the Releasee will not disparage Myles R. Bartuska. For purposes of this section, "disparage" shall mean any negative statement, whether written or oral.

10. **Dismissal of Lawsuit:** My attorney and I hereby agree to sign a Stipulation of Dismissal with Prejudice and Without Costs as to all claims in the matter docketed to [REDACTED] v. The State of New Jersey, State of New Jersey Judiciary, John Italiano and Patrick Koble, in the Superior Court of New Jersey, Mercer County, and to provide same to counsel for Releasees at the time of execution of this Release. The Stipulation of Dismissal shall be filed by counsel for Releasees upon Releasor's receipt of payment of all settlement proceeds.

11. **Non-Assignment:** None of the benefits being given herein have been assigned or are subject to alienation (i.e., personal bankruptcy).


12. **Who is Bound:** I am bound by this Release. Anyone who succeeds to my rights and responsibilities is also bound. This Release is made for Your benefit and all who succeed to Your rights and responsibilities.

13. **Severability:** If any provision of this Release is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the fundamental terms and conditions of this Release remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

14. Signatures: I understand and agree to the terms of this Release, have had sufficient opportunity to review it with counsel of my choice, and sign it knowingly and voluntarily.

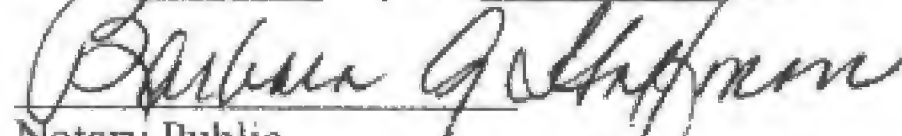


11-18-2015
Dated:


Peter J. Heck, Esq.
NIEDWESK, BARBER, HAGER, LLC.

11-18-2015
Dated:

Subscribed and sworn to before
me on 18th day of NOVEMBER 2015


Notary Public
My Commission Expires: 7.25.19

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Barbara G. Hoffman, Notary Public
Bristol Twp., Bucks County
My Commission Expires July 25, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES